

Clarke Co.

Teamsters #238 (Roads)

7/1/2005 6/30/2008

AGREEMENT

COPY

THIS AGREEMENT entered into this 1st day of July, 2005, by and between CLARKE COUNTY, IOWA SECONDARY ROAD DEPARTMENT, hereinafter referred to as the "Employer", and OVER-THE-ROAD, CITY TRANSFER DRIVERS, HELPERS, DOCKMEN, WAREHOUSEMEN, INSIDE WORKERS, STATE, COUNTY & MUNICIPAL EMPLOYEES, TEAMSTERS LOCAL NO. 238, Des Moines, Iowa, hereinafter called the "Union", represents the complete and final agreement on all bargainable issues between the Employer and the Union. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, which was signed into law on April 23, 1974.

ARTICLE 1
EMPLOYER RIGHTS

Except as expressly abridged by a specific agreement Public Employers shall have, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and the right, including but not limited to: plan, direct and control the work of its public employees; hire, promote, demote, transfer, assign and retain public employees in positions within the public agency; suspend or discharge public employees for proper cause; maintain the efficiency of governmental operations; relieve public employees from duties because of lack of work or for other legitimate reasons; determine and implement methods, means, assignments and personnel by which the Public Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the Public Employer; initiate, prepare, certify and administer its budget; exercise all powers and duties granted to the Public Employer by law, provided the exercise of areas or duties shall not be in conflict with any provisions of this Agreement.

ARTICLE 2
RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours and other terms of employment permitted by the Act for all employees of the Clarke County Secondary Road Department, including all regular full-time and regular part-time Bridge Crew Members, Truck Drivers, Heavy Equipment Operators, and Mechanics and excludes all supervisory employees, clerical employees, confidential employees, Engineering Aides, temporary employees and all other employees excluded by Section 4 of the Act.

ARTICLE 3
NON-DISCRIMINATION IN EMPLOYMENT

The Employer and Union agree to comply with any non-discrimination in employment laws that are applicable.

There shall be no discrimination in employment by the Employer or the Union toward any employee because of their membership in, or non-membership in, the Union. The parties will not discriminate against an employee because of an employee's support or non-support or participation or non-participation in Union affairs and/or activities.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 4
NO STRIKE - NO LOCKOUT

The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support or suggest any strikes, slowdown, picketing, boycotting, sit-ins, mass resignations, mass

absenteeism, the willful absence from one's position, work stoppage, or any such related activities as covered in Section 12 of the Act.

The Employer pledges that it will not engage in a lockout during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 5 SEPARABILITY AND SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, those provisions shall be deleted. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event any article is found unenforceable or contrary to applicable law, the parties shall meet to negotiate a replacement article.

ARTICLE 6 GRIEVANCE PROCEDURE AND ARBITRATION

The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee or employees regarding the violation, application or interpretation of the expressed provisions of this Agreement shall be adjusted in accordance with the following procedure:

Informal: An employee shall discuss a complaint or problem orally with their immediate supervisor or his/her designated representative within five (5) working days following its occurrence in an effort to resolve the problem in an informal manner. Time period will be working days.

Grievance Steps:

Step 1. If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee and/or the Union shall present a grievance in writing to the County Engineer's designated supervisor within five (5) working days following the oral discussion. A copy of the grievance shall be forwarded to the County Engineer. Within five (5) working days after this Step 1 meeting, the Employer will answer the grievance(s) in writing. Grievances must be in writing and must specify the section or article violated and the remedy requested.

Step 2. If the Employer's answer in Step 1 fails to resolve the grievance, the Union and/or the aggrieved employee shall refer the grievance to the County Engineer within five (5) working days of the receipt of the Step 1 answer. A meeting will be held within five (5) working days between the aggrieved employee and/or the Union within five (5) working days of receiving the grievance. The County Engineer or his designated representative will answer the grievance within five (5) working days after the meeting with the employee.

Step 3. Any grievance not settled in Step 2 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within ten (10) working days after the date of the County Engineer's answer given in Step 2.

All grievances must be taken up promptly and awards and settlements thereof shall in no case be made retroactive beyond the date of the alleged violation of the Agreement. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at Step 1 is not timely answered by the Employer, it may automatically be referred to Step 2.

After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) working days after receipt by either party hereto of notice of referral of a case to arbitration

to select an arbitrator or to request in writing the Federal Mediation and Conciliation Service to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from this list, with the moving party making the first strike of names.

After each party has eliminated the names of three (3) arbitrators from this list, the arbitrator whose name remains on this list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

The fees and expenses of the arbitrator will be paid equally by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts. The arbitrator shall have no power to ignore, nullify, change, alter, detract from or add to the provisions of this Agreement. The arbitrator's decision will be final and binding on both parties.

If the employee files any claim or complaint in any forum other than under the grievance procedure of this Agreement, then the Employer shall not be required to process the same claim or set of facts through the grievance procedure.

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

Time lines may be extended by mutual agreement of the parties.

ARTICLE 7 SENIORITY

Seniority means an employee's length of continuous service with the Employer since their last date of hire.

All new employees shall serve a probationary period not to exceed six (6) months. They may be terminated for any reason during the probationary period without recourse to the grievance procedure. Upon satisfactory completion of the probationary period, the employee will be placed on the seniority list and his/her seniority will be determined from their date of hire.

An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

- (a) Employee quits.
- (b) Employee is discharged. If not reinstated through the grievance procedure.
- (c) Engaging in other work while on leave of absence or giving false reason for obtaining leave of absence.
- (d) Falsification of employment application.
- (e) Failure to report for work at the end of leave of absence.
- (f) Failure to report to work within fourteen (14) days after being notified to return to work following layoff, when notice of recall is sent by certified mail to employee's last known address, according to Employer records.

- (g) An employee is laid off for twelve (12) months or the length of the employee's seniority, whichever is shorter.
- (h) Employee retires.

It is the employee's responsibility to keep the Employer informed of their current address and phone number.

Temporary employees will be employed for no more than one hundred eighty (180) calendar days and then shall be dismissed or added to the seniority list as a full-time employee. Any temporary employee being dismissed shall not be rehired until one hundred twenty (120) calendar days have passed since their dismissal.

Full-time employees will be offered overtime before temporary employees, if qualified to perform the overtime task.

Full-time employees will not be displaced from their classification by a temporary employee unless the temporary employee is not qualified to do the work where there is a vacancy.

ARTICLE 8 JOB CLASSIFICATION OPENINGS

Whenever a regular full-time job classification vacancy occurs, the opening will be posted in all shops on a bulletin board for five (5) calendar days. A current regular full-time employee has the opportunity to indicate their interest in being considered for the vacancy by indicating their interest in writing to the Engineer within said posting period. The Engineer makes the decision on who is to fill the opening. If qualifications, skills and abilities are equal, seniority will govern. If no qualified applications are received, Employer can hire from outside. The job classification of Working Foreman is exempt from the bidding procedure.

A permanent employee who vacated his/her position to accept the vacated position and who is rejected during the first thirty (30) day period shall be reinstated in his/her former position and rate of pay.

ARTICLE 9 LAYOFF AND RECALL

The reduction in force will be in a systematic manner and approved by the Employer. If qualifications, skills, abilities and knowledge are equal, seniority will govern in determining layoffs. Employees will be returned to work in the reverse order in which they are laid off, if they are qualified to perform the work available.

ARTICLE 10 HOURS OF WORK

The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of daily and weekly hours of work shall be made by the Engineer. The normal workweek shall consist of five (5) consecutive eight (8) hour days.

During an employee's normal shift, the Employer will normally grant thirty (30) minutes unpaid time for lunch, and two (2) fifteen (15) minute paid rest periods.

Normal hours of work are to be determined by the Employer. The Employer may change normal hours by written notification in writing three (3) days in advance.

Employees will be paid one and one-half (1 1/2) times their normal hourly rate for all time worked outside their normal shift.

Overtime. Overtime shall be paid for at the rate of time and one-half (1 1/2) the employee's straight time hourly rate for hours worked in excess of eight (8) hours in a day, or forty (40) hours in any workweek. Overtime shall not be paid more than once for the same hours worked.

Call Back. Call-in work will be paid at a minimum of two (2) hours. The County will endeavor to limit working time to the planned hours; however, because of the nature of our work and responsibilities to the public, all Secondary Road employees should be prepared for call on weekends and/or holidays during inclement weather periods or emergencies. To this end, or should it be necessary to change hours or cancel work, each employee is requested to provide his/her telephone number or that of a neighbor who could be contacted in case of necessity.

Compensatory Time. An employee may choose compensatory time in lieu of pay for overtime hours. Accumulation of comp time may not exceed fifty (50) hours. Scheduling of comp time off will be mutually agreed upon by the employee and Engineer.

ARTICLE 11 LEAVES OF ABSENCE

SICK LEAVE

All full-time employees shall be entitled to sick leave at a rate of one (1) day per month with a maximum accumulation of ninety (90) days. Sick leave shall not be considered as a right which an employee may use at his/her discretion, but shall be allowed only in case of actual personal sickness and disability. (Sick leave may also be used for physical examinations and consultations with physicians. Emergency dental and chiropractic treatment shall also qualify for sick leave.)

Paid sick leave time can be used for doctor or emergency dental appointments of the employee that cannot be scheduled after working hours. Said time used will be charged to the nearest hourly increment. Employer approval is required before an employee can be released to attend said appointment(s).

Written verification from the employee's attending physician of illness or injury can be required by the Employer at the employee's expense for substantiation of an illness or injury.

In order to receive compensation while on sick leave, the employee shall notify the Employer in advance of absence. All sick leave shall be approved by the Employer. When the absence is more than three (3) working days, the employee may be required to file a statement from the employee's attending physician stating the cause of the absence and that the employee is fit to resume his/her normal duties. Accumulation of sick leave shall terminate when an employee's sick leave benefits have been exhausted and shall begin to accumulate again at the end of the first full month after his/her return to work.

All sick leave shall expire on the date of separation of employment and no employee shall be reimbursed for sick leave outstanding at the time of such separation, except as provided below.

Probationary Employees. Employees may accrue, but may not use, sick leave during the probationary period.

Part-Time Employees. Part-time employees are not eligible for sick leave benefits.

Injury Leave. Employees injured on the job will be covered by Workers Compensation benefits. Employees may use sick leave for the first three (3) days of a work related injury if not paid by Workers Compensation.

Conversion of Sick Leave to Vacation. Any employee who has accumulated more than ninety (90) sick days may convert sick leave to vacation at the ratio of four to one (4:1) to a maximum of ten (10) converted vacation days.

Payout of Sick Leave Upon Retirement. Regular full-time employees who have applied for benefits under the Iowa Public Employment Retirement System and have credits for unused sick leave available at the time of retirement are eligible to receive payment in lieu of those benefits. The payment shall be calculated by multiplying the number of hours accumulated, unused sick leave available to the employee at the time of retirement by the employee's hourly rate of pay at that time. However, the total cash payment for accumulated, unused sick leave shall not exceed \$600.00. Effective, 7-1-06, the total cash payment shall not exceed \$700.00. Effective, 7-1-07, the total cash payment shall not exceed \$800.00.

FUNERAL LEAVE

All regular full-time employees will be allowed time off with pay in accordance with the following schedule: up to three (3) days per occurrence for arrangement or attending the funeral of a spouse, child, parent, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparent or grandchildren of the employee. The employee must attend the funeral to receive pay. Employees will be allowed up to one (1) day off with pay per occurrence to attend a funeral when the employee is to serve as a pallbearer. Employees will be allowed up to one-half (1/2) day off with pay to serve as color guard member, up to a maximum of twenty four (24) hours per contract year.

MILITARY LEAVE

A full-time employee may be granted a military leave of absence for a period up to thirty (30) days with pay as prescribed by Section 29.A28 of the Code of Iowa.

JURY DUTY

An employee required to serve as a juror shall receive his/her regular wages. In order to receive payment for such duty, the employee must submit cancellation of service and assign all fees to the Employer. The employee will report to work if released by 1:00 PM, unless other arrangements are made with the Employer.

LEAVE OF ABSENCE WITHOUT PAY

The Employer may grant a permanent or probationary employee a leave of absence without pay and benefits, not to exceed ten (10) working days. Leaves of absence for a greater period of time, within a calendar year, must be approved by the Engineer. No such leave shall be granted except upon written request of the employee, setting forth the reason for the request. Failure to return to work on the first scheduled day after the leave of absence shall constitute cause for termination of employment.

An employee on unpaid leave of absence for over ten (10) working days shall not be eligible to accrue benefits such as holiday pay, retirement credit, vacation or sick leave credits during the period of the leave. The employee must pay the cost of the group insurance premium to continue health insurance if on a leave of absence for over ten (10) working days.

EMERGENCY LEAVE

Employees may use up to three (3) days per year of accumulated sick leave in the event of the serious illness of the employee's spouse, child, parent, mother-in-law, father-in-law, or grandchild. Up to an additional two (2) days deducted from sick leave may be granted at the discretion of the Engineer.

ARTICLE 12 VACATIONS

Regular full-time employees shall be credited with paid vacation each pay period according to the following schedule:

<u>Length of Continuous Employment</u>	<u>Vacation Time Earned</u>		<u>Vacation Time Credited</u> (Hrs. per pay period)
	<u>(wks/hr)</u>	<u>(hrs/yr)</u>	
During Year One (1)	1	40	1.54
During Year Two thru Seven (7)	2	80	3.08
During Year Eight (8) thru Sixteen (16)	3	120	4.62
During Year Seventeen and thereafter	4	160	6.16

Vacation used during a pay period will be deducted from the employee's vacation balance before credited vacation time is added. A negative vacation balance must be approved in advance by the County Engineer. An employee's vacation balance may never exceed the total vacation earned in one year plus 40 hours. Vacation in excess of this amount will not be added to the vacation balance and will be forfeited. Each employee is responsible for managing their own vacation balance and scheduling vacation (through their supervisor) to ensure no vacation time is lost.

The scheduling of vacation leave is dependent upon the judgment and discretion of the County Engineer. The County Engineer may require the rescheduling of vacation leave when, in his judgment, it is necessary for the efficient operation of the department. Vacation time will normally be taken in weekly increments; however, employees may use up to ten (10) days in daily or half day increments if approved by the County Engineer. A half day is defined as 4.5 hours if a morning half day is taken and 3.5 hours if an afternoon half day is taken. Requests for daily increment will be made at least two (2) days in advance, unless mutually agreed otherwise.

If a recognized holiday falls during an employee's vacation, he/she shall receive an additional day's paid vacation.

Upon resignation, layoff or termination (including death), from County service, an employee shall be paid for all unused vacation left at time of termination; however, employees who quit without a minimum of two (2) weeks advance notice to the Employer shall forfeit vacation pay.

Vacation pay will be at the employee's normal hourly rate of pay for the time period he/she would have been regularly scheduled to work.

ARTICLE 13 HOLIDAYS

Regular full-time employees are eligible for the following paid holidays: New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day.

Each employee will receive one (1) floating holiday per year. Employees must request the holiday at least seven (7) days in advance. The scheduling of the holiday must be approved by the Engineer.

An employee on layoff or leave of absence is not eligible for holiday pay. Holiday pay will be at the employee's normal pay for the day or week for which he/she would have been scheduled to work. An employee required to work on any recognized paid holiday shall be paid one and one-half (1 1/2) times the employee's hourly rate for the hours actually worked on a holiday.

Except in cases of excused absence, to be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after each holiday.

A recognized paid holiday occurring on Saturday shall be observed on the Friday preceding, and a holiday occurring on Sunday shall be observed on the following Monday.

ARTICLE 14 DUES CHECKOFF AND INDEMNIFICATION

Upon receipt of a lawfully executed, written authorization from an employee which may be revoked in writing at any time, in accordance with state law, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction by the fifteenth (15th) day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 15 INSURANCE

The Employer agrees to pay the single premium for each eligible regular full-time employee for a Health and Major Medical group insurance program of the Employer's choice, with benefit levels substantially equal to the current plan. If an employee elects family coverage, he/she may do so by paying 35% toward the cost of the current dependent premium.

The insurance program referred to in this Article shall be subject to all terms and conditions of the contract with the insurance carrier(s) selected by the Employer.

If the insurance carrier modifies the insurance plan a County insurance committee will meet to study and recommend necessary adjustments. Union steward (1) from the bargaining unit will be members of the County's insurance committee.

ARTICLE 16 LONGEVITY

An employee covered by this Agreement will be granted longevity pay in accordance with the following schedule:

<u>Continuous Full-Time Service</u>	<u>Cents Per Hour</u>
After five (5) years	\$.10
After ten (10) years	\$.15
After fifteen (15) years	\$.20
After twenty (20) years	\$.25
After each additional 5 years of service, add	\$.05

The above longevity schedule is not to be construed as being part of the base pay schedule.

ARTICLE 17 FEDERAL COMMERCIAL DRIVER'S LICENSE

If a Commercial Driver's License is required by the Employer, the employee will be reimbursed for the difference between a regular operator's license and the required commercial driver's license.

ARTICLE 18
SAFETY SHOES

The County will reimburse employees Forty Dollars (\$40.00) per year toward the purchase of approved safety shoes. Effective July 1, 2006, the County will reimburse employees fifty dollars (\$50.00) per year toward the purchase of approved safety shoes. The employee must submit receipt for reimbursement. Those four (4) employees who work at cleaning culverts in the winter will be reimbursed an additional Thirty Dollars (\$30.00) each year toward the purchase of safety boots.

ARTICLE 19
DURATION OF AGREEMENT

THIS AGREEMENT shall become effective July 1, 2005. It shall remain in full force and effect until the first day of July, 2008, and shall be renewed year to year thereafter unless either party gives notice in writing of a desired change in this Agreement no later than September 15 of the year immediately prior to the expiration date of this Agreement.

During this life of this Agreement, neither the Employer nor the Union will be required to negotiate on any further matters affecting this Agreement, or any other subjects not specifically set forth in this Agreement.

Signed this 18TH day of July, 2005.

EMPLOYER

SECONDARY ROAD DEPARTMENT,
CLARKE COUNTY, IOWA

By

Thomas R. Miller
County Engineer

By

Jeff Soley Vice Chair
Chair, Board of Supervisors

Acknowledged by:

Lenee Von Bokern
Employer Representative
Von Bokern Associates

UNION

TEAMSTERS LOCAL 238

By

Craig Stump
Employee Representative

By

Jeff Blum
Employee Representative

By

Michael Stanfield
Business Representative

By

Darryl Dunham
Principal Officer, Local 238

EXHIBIT A
JOB CLASSIFICATION, DESCRIPTIONS
AND BASE* STRAIGHT TIME HOURLY WAGE RATES

<u>Job Classification</u>	<u>7-1-05</u>	<u>1-1-06</u>	<u>Effective</u> <u>7-1-06</u>	<u>1-1-07</u>	<u>7-1-07</u>	<u>1-1-08</u>
Utilityman #1	\$14.52	\$14.81	\$15.11	\$15.41	\$15.72	\$16.03
Utilityman #2	\$14.71	\$15.00	\$15.30	\$15.61	\$15.92	\$16.24
Utilityman #3	\$14.73	\$15.02	\$15.32	\$15.63	\$15.94	\$16.26
Utilityman #4	\$14.97	\$15.27	\$15.58	\$15.89	\$16.21	\$16.53
Utilityman #5	\$14.86	\$15.16	\$15.46	\$15.77	\$16.09	\$16.41
Utilityman #6	\$15.12	\$15.42	\$15.73	\$16.04	\$16.36	\$16.69
Utilityman #7	\$15.28	\$15.59	\$15.90	\$16.22	\$16.54	\$16.87

Job Descriptions

Utilityman #1	Bridge Crew Member
Utilityman #2	Truck Driver
Utilityman #3	Draftsman, Rodman, Chainman
Utilityman #5	Heavy Equipment Operator (Patrol, Front-End Loader, Dragline, Crawler Tractor with Dozer)
Utilityman #6	Second Mechanic, Work Crew-Foreman
Utilityman #7	First Mechanic (including Shop Foreman)

During the winter months of November through April truck drivers plowing snow or spreading chemicals will receive the Utility #5 wage rate for hours spent performing such duties.

New employees will be paid 75 cents less than the classification rate. After 6 months, the employee will be paid 50 cents less; after 1 year, the employee will be paid 25 cents less; and after 18 months, the employee will be paid at classification rate.

* Does not include longevity pay.